

1979

# Health Care Educational Experience Program Affiliation Agreement

University of Texas at Tyler

HEALTH CARE  
EDUCATIONAL EXPERIENCE PROGRAM  
AFFILIATION AGREEMENT

THIS AGREEMENT made the 15th day of March, 1979 by and between The University of Texas Health Center at Tyler ("UTHCT"), a component institution of The University of Texas System, ("System"), and Texas Eastern University ("Affiliate") having its principal office at 3900 University Boulevard, Tyler, State of Texas. WITNESSETH:

WHEREAS, UTHCT now operates health care facilities located 9 miles NE of Tyler on Hwy 271, State of Texas, and therein provides health care services for persons in need of such services; and Affiliate provides an academic program with respect to health care; and,

WHEREAS, Affiliate periodically desires to provide health care related educational experiences for its students, which are not otherwise available to them under the existing program of Affiliate, by utilization of appropriate facilities and personnel of UTHCT; and,

WHEREAS, UTHCT is committed to a goal of providing the best obtainable supply of personnel educated in the field of health care as being in the best interests of UTHCT, and believes that achievement of such goal can best be accomplished by affording health-care students the opportunity to participate in meaningful educational experiences as a part of an academic health care program, through utilization of appropriate facilities and personnel of UTHCT; and,

WHEREAS, in order to accomplish such objectives, Affiliate

and UTHCT intend to establish and implement from time to time, one or more educational experience programs which will involve the students and personnel of Affiliate, and the facilities and personnel of UTHCT;

NOW, THEREFORE, in consideration of the premises and of the benefits derived and to be derived therefrom and from the program or programs established and implemented by said parties, Affiliate and UTHCT agree that any program agreed to by and between UTHCT and Affiliate, during the term of this Agreement, for purposes of achieving the above described objectives of said parties (hereinafter called "Educational Experience Program," or "Program"), shall be covered by and subject to the following terms and conditions:

1. The Program shall not become effective until all agreements between the parties with respect to Program have been reduced to writing ("Program Agreement"), executed by the duly authorized representatives of UTHCT and Affiliate, and approved in writing by the Chancellor of The University of Texas System.

2. The Program may be cancelled by either party by giving such written notice to the other of its intention to terminate the Program as provided in the Program Agreement; provided, however, that the Program shall automatically terminate upon termination of this Agreement.

3. In the event of conflict between the text of Program Agreement and the text of this Agreement, this Agreement shall govern.

4. After Program Agreement becomes effective, no amendments thereto shall be valid unless in writing and executed by the duly authorized representatives of UTHCT and Affiliate, and approved by the Chancellor of The University of Texas System.



5. Except for certain acts to be performed by UTHCT pursuant to express provisions of this Agreement, Affiliate hereby agrees to furnish personnel, services, and all other things necessary for the Educational Experience Program, as specified in the Program Agreement, and, in connection with such Program, further agrees:

(a) To furnish UTHCT with the names of the students assigned by Affiliate to participate in the program.

(b) To assign for participation in the Program only those students (1) who have satisfactorily completed those portions of its curriculum which, according to Program Agreement, are prerequisite to such participation, and (2) who have entered into a written agreement with Affiliate and UTHCT that they will not publish any material relating to the Program, or their experience in participating therein, without the prior written approval of Affiliate and UTHCT.

(c) To designate a member of the Affiliate faculty (Faculty Coordinator), subject to approval by the UTHCT, to coordinate with UTHCT through its Liaison the learning assignment to be assumed by each student participating in the Program. In the event the faculty member becomes unacceptable to UTHCT after appointment, and UTHCT so notifies Affiliate in writing, Affiliate will appoint another person to serve as Faculty Coordinator in accordance with procedures in the first sentence of this subparagraph (c).

6. UTHCT hereby agrees:

(a) To permit the authority responsible for accreditation of Affiliate curriculum to inspect such facilities, services and other things provided by UTHCT pursuant to this Agreement as are necessary for accreditation evaluation.



(b) To appoint a person to serve for UTHCT as liaison (Liaison) to the faculty and students engaged in the Program.

7. All notices under this Agreement shall be provided to the party to be notified in writing, either by personal delivery or by United States mail. All notices under this Agreement shall be deemed given to a party when received by such party's designated representative.

8. All the agreements between the parties on the subject matter hereof have been reduced to writing herein. No amendments to this Agreement shall be valid unless in writing and signed by the duly authorized representatives of the parties, and approved by the Board of Regents of The University of Texas System.

9. No oral representations of any officer, agent, or employee of Affiliate or The University of Texas System, or any of its component institutions, (including, but not limited to UTHCT), either before or after the effective date of this Agreement, shall affect or modify any obligations of either party hereunder or under any Program Agreement.

10. This Agreement shall be binding on and shall inure to the benefit of the parties and their respective successors and assignees; provided, however, that no assignment by either party shall be effective without prior written approval of the other party. A delay in or failure of performance of either party shall not constitute default hereunder, or give rise to any claim for damages, if and to the extent such delay or failure is caused by occurrences beyond the control of either party.

11. This Agreement shall not become effective unless and until approved by the Board of Regents of The University of Texas System. If so approved, this Agreement shall become effective on the date of such approval, and shall continue in effect for an initial term ending one (1) year after the date and year of execution by UTHCT and Affiliate and after such initial term, from year to year unless one party shall have given one hundred eighty (180) days' prior written notice to the other party of intention to terminate this Agreement. If such notice is given, this Agreement shall terminate: (a) at the end of the term of this Agreement during which the last day of such one hundred eighty (180) day notice period falls; or, (b) when all students enrolled in the Program at the end of the term of this Agreement have completed their respective courses of study under the Program; whichever event last occurs.

Executed by Affiliate and UTHCT on the day and year first written, in duplicate copies, each of which shall be deemed an original.

ATTEST:

UTHCT

By George Q. Hurst M.D.  
Superintendent, The University of  
Texas Health Center at Tyler

CONTENT APPROVED:

FORM APPROVED:

Chancellor, The University of  
Texas System

General Counsel of The  
University of Texas System

Vice Chancellor for Health Affairs  
The University of Texas System

ATTEST:

AFFILIATE

President, Texas Eastern University

Chairman

CERTIFICATE OF APPROVAL

I hereby certify that the foregoing Agreement was approved by the Board of Regents of The University of Texas System on the \_\_\_\_ day of \_\_\_\_\_, 197\_\_.

Secretary, Board of Regents  
The University of Texas System

Chairman, Board of Regents  
The University of Texas System